

Appendix V: TRS RFP and RFI

(DATE)

(VENDOR)

Re: Request for Information - Telephone Relay Service Proposal

Dear ():

The Indiana Telephone Relay Access Corporation for the Hearing and Speech Impaired ("InTRAC") is a not-for-profit corporation created to provide telephone relay services ("TRS") to Indiana citizens, in compliance with the Americans with Disabilities Act. As you are aware, TRS allows individuals with hearing or speech impairments to communicate over the telephone with a hearing individual who uses a standard telephone.

InTRAC's contract with its relay service provider will expire later this year. As a consequence, InTRAC is soliciting information from prospective vendors who may be interested in entering into an agreement with InTRAC to provide TRS to Indiana citizens.

Your response should take into account the following:

1. InTRAC's previous 12 month average Session Minutes are 206,628 per month.
2. Payments shall be made on the basis of Session Minutes, not Conversation Minutes.
3. In the past two years, InTRAC has experienced a 34% decrease in TRS-only minutes.
4. InTRAC projects an average decrease in TRS traffic of 34% for each of the next two years.
5. The proposal shall include two-line CapTel service.
6. The proposal shall include \$10,000 in outreach funds to be distributed at InTRAC's direction and discretion.
7. The successful vendor shall be capable of providing Video Relay Service, and Internet Protocol Relay Service if it becomes required by the Federal Communications Commission during the term of the contract.

8. The successful vendor shall provide financial support and qualified personnel for major events within the Indiana deaf community.
9. The contract term shall commence (DATE) and shall end (DATE).

Please provide responses to me in electronic format addressed to: inrelay@aol.com by (DATE). If you have questions or need further information, please let me know.

Sincerely,

Ginny Barr
Executive Director

REQUEST FOR PROPOSAL

**TO PROVIDE
TELECOMMUNICATION RELAY SERVICE
IN INDIANA**

**Issued By The
Indiana Telecommunication Relay Access Corporation for the
Hearing and Speech Impaired**

December 30, 1991

**Proposals must be submitted
No later than 4:00 p.m.
March 15, 1992, to:**

**Dr. Jerome W. Freeman, Director
Office of Service of the Deaf and Hard of Hearing
P.O. Box 7083
402 West Washington Street
Indianapolis, Indiana 46207**

**For further information and inquires concerning this RFP please
write to the above.**

**LATE PROPOSALS ARE
SUBJECT TO REJECTION**

Indiana Telecommunication Relay Access Corporation
for the Hearing and Speech Impaired ("InTRAC")

REQUEST FOR PROPOSAL ("RFP")

for a

Telecommunication Relay Service ("TRS")

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TARGET DATES*

Advertisement.....December 18, 1991
No Questions Accepted After.....February 15, 1992
Proposal Due Date by 4:00 p.m.....March 15, 1992

*Target dates are subject to extension and/or modification

PART ONE

INTRODUCTION AND GENERAL INFORMATION

A. INTRODUCTION

1. This Request for Proposal (RFP) provides interested bidders with the necessary information to prepare and submit bid proposals to provide a statewide Telecommunication Relay Service (TRS) in the State of Indiana. The TRS enables telephone communication between a hearing or speech impaired person using communications equipment such as a Text Telephone (TT) and a hearing person without a TT through a Communication Assistant (CA). The CA translates the TT typed conversation into a verbal response for the hearing person and, in turn, translates the verbal response into a TT typed conversation for the TT user.

At the request of a TT user, the Telecommunication Relay Center (TRC) herein called Center, should also have the capability to allow the hearing impaired user possessing voice abilities to speak directly to a hearing customer and the speech impaired customer possessing hearing abilities to listen directly to the speaking user. The CA would type only the spoken response of the hearing individual or only speak the written response of the speech impaired individual. This is also known as voice-carry-over (VCO) and hearing-carry-over (HCO).

B. GENERAL INFORMATION

1. **BID PROPOSALS**

This document constitutes a request for competitive, sealed proposals from qualified individuals and organizations to perform services in accordance with the terms and conditions set forth herein.

Bid proposals will be evaluated based upon the Indiana Telecommunication Relay Access Corporation for the Hearing and Speech Impaired's ("InTRAC") judgment of the respondents' ability, as demonstrated in the bid proposal and through other available evidence, to achieve on behalf of InTRAC state-wide compliance with Title IV of the Americans with Disabilities Act ("ADA") and all Federal Communication Commission ("FCC") rules and regulations appertaining thereto, and to satisfy the obligations of and advance the goals and objectives

of InTRAC to provide TRS capable of serving the needs of the Deaf and the hearing or speech impaired at the lowest cost reasonably possible as required by IND. CODE § 8-1-2.8 of the Public Service Commission Act (hereinafter "the InTRAC Act"). All bid proposals shall be submitted to:

Dr. Jerome W. Freeman, Director
Office of Service of the Deaf and Hard of Hearing
P.O. Box 7083
402 West Washington Street
Indianapolis, Indiana 46207

All bid proposals should be submitted as an original in a sealed envelope conspicuously marked "A" and with 10 additional copies in a sealed envelope conspicuously marked "B". Each of the 10 copies must be prepared in such a fashion as to not disclose either the name of the respondent or any affiliate thereof, or disclose the name of any anticipated subcontractor of respondent.

2. REJECTION OF PROPOSALS; RESPONSIBILITIES OF RESPONDENTS ASSUMED BY MAKING BID SUBMISSIONS

InTRAC reserves the right to reject any and all bid proposals made pursuant to this RFP or to negotiate with any or all respondents to this RFP. There is no assurance, expressed or implied, that any award will be made pursuant to this RFP. The RFP shall not give any right to any respondent for any claim against InTRAC. By submission of a bid proposal respondents acknowledge that InTRAC assumes no liability in any fashion with respect to this RFP or any matters related thereto. All prospective bidders and service providers and their assigns or successors by their participation in this RFP process as evidenced solely by submission of a bid proposal shall agree, to the full extent permitted by law, to indemnify, save and hold InTRAC and its directors, officers and employees and agents free and harmless from all suits, causes of actions, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseeable, arising from or out of this RFP and/or any subsequent acts relating thereto, including but not limited to any suit or claim brought by any unsuccessful respondent or prospective service provider.

All prospective bidders and prospective service providers are responsible for any and all costs incurred in preparation of a bid response to this RFP. InTRAC assumes no liability or obligation whatsoever to anyone by reason of issuance of this document, and has no responsibility to compensate any respondent for any actions taken in response to this RFP.

3. PROPRIETARY INFORMATION

Any restrictions on the use or inspection of material contained within any bid proposal submitted in response to this RFP which are desired by a respondent shall be clearly and conspicuously stated on the initial page of the bid proposal itself. Requests for restrictions on the use or inspection of any material contained in any bid proposal may subject the bid proposal to summary rejection by InTRAC. Any request for confidentiality shall be submitted in advance of any bid proposal by the respondent under separate cover.

Regardless of such action by any respondent, InTRAC assumes no responsibility whatsoever to preserve the confidentiality of any information so identified, absent execution and delivery by a duly authorized officer of InTRAC of a separate agreement to maintain such information confidential. All respondents assume all risk and responsibilities associated with the submission of any proprietary, confidential or trade secret information in response to this RFP.

4. PROPOSAL WITHDRAWAL

Prior to the proposal due date, a submitted proposal may be withdrawn by the respondent without penalty or liability to InTRAC by delivery of a written request to InTRAC. Any such request must be signed by a person authorized to sign for the respondent.

5. SCHEDULE OF ACTIVITIES

Certain anticipated key dates are listed in the Table of Contents. However, InTRAC reserves the right to extend the dates with or without notice to prospective bidders should that be necessary.

6. INQUIRIES AND RFP AMENDMENTS

Any interested party may submit in writing any request for clarification of this RFP to:

Dr. Jerome W. Freeman, Director
Office of Service of the Deaf and Hard of Hearing
P.O. Box 7083
402 West Washington Street
Indianapolis, Indiana 46207

No questions or requests for clarification will be entertained by InTRAC unless submitted in writing. InTRAC reserves the right to not respond to any questions or request for clarification. Submission of a request for clarification does not extend the date when a bid-proposal is due under this RFP.

InTRAC reserves the right to amend the RFP prior to the date of proposal submission for any reason, including but not limited to as a result of potential bidder or service provider requests for clarification. Amendments will be sent to all potential bidders or service providers who requested and originally received a copy of this RFP. Respondents will be allowed a minimum of five (5) days to respond to any changes in this RFP.

7. BIDDING COSTS

InTRAC is not liable for any costs incurred by potential bidders, service providers or respondents prior to issuance of a legally executed definitive written agreement. Further, no proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

8. NEWS RELEASE

News releases pertaining to this RFP, bid responses, contract award or InTRAC operations shall not be made without prior written approval from the InTRAC Board of Directors.

9. MINIMUM QUALIFICATIONS FOR ALL BIDDERS

Every respondent must possess and demonstrate in its bid proposal, the legal, technical, managerial, and financial ability to fully perform the services described by and meet all the requirements set forth in this RFP. Additionally every respondent must certify that at the time of its bid proposal and for a period of time no less than 180 days after the closing date for all bids to be received by InTRAC set forth on the cover of this RFP, the respondent stands ready, willing and able, if selected by InTRAC, to fully implement the TRS sufficient to satisfy the requirements of:

- (a) Title IV of the ADA,
- (b) All applicable FCC rules
- (c) The InTRAC Act; and
- (d) This RFP,

on or before January 1, 1993 or six (6) months after award of the contract, whichever first occurs, and to maintain such service without interruption for a period of no less than five (5) years thereafter. Every bid received and not withdrawn in conformity with paragraph four (4) above shall represent an enforceable promise by the respondent to perform as set forth above, if selected to be the service provider by InTRAC. Failure to perform shall subject such respondent to liability to InTRAC for all costs and damages resulting from a failure to perform.

10. AWARD WITHOUT DISCUSSION

InTRAC reserves the right to make an award without further discussion of bid proposals received. Therefore, it is important that each technical and price proposal be submitted in the most complete and accurate manner possible.

11. DEVIATIONS FROM RFP REQUIREMENTS CONSPICUOUSLY DISCLOSED

Every respondent shall disclose in a conspicuous fashion on the initial page of any bid proposal any and all provisions and/or requirements of this RFP to which the respondent's bid proposal does not fully comply. Failure to so identify any deviation from the RFP requirements will be deemed an acceptance of all terms, conditions, provisions and requirements of this RFP.

PART TWO

SCOPE OF OPERATIONAL REQUIREMENTS

- A. GENERAL REQUIREMENTS:** The successful respondent ("contractor") shall provide a statewide relay service Center for the State of Indiana in accordance with the terms, conditions and requirements of this document.

1. CERTIFICATION OF LAWFUL OPERATION AND SATISFACTION OF ALL GOVERNMENTAL REQUIREMENTS

All respondents must certify compliance with all certification, registration or other legal requirements to perform the services described herein at the time of bid submission, or describe in detail how compliance will be assured prior to contract execution. All prospective bidders and service providers are specifically advised that certain staff members of the Indiana Utility Regulatory Commission ("IURC") have given informal advice that in the IURC technical staff's view the contractor will require IURC certification as a "telephone company".

2. IMPLEMENTATION

The Contractor must be ready to implement service for the Center six (6) months after award of the contract or by January 1, 1993, whichever event occurs first.

3. COMPLIANCE

The contractor in providing the statewide TRS for the State of Indiana must demonstrate in detail its ability to comply with the terms and provisions of Title IV of the Americans with Disabilities Act of 1990 ("ADA") (47 U.S.C. 2256), all rules and regulations promulgated by the FCC under mandate of Title IV of the ADA and the ability to provide InTRAC proof of same sufficient for statewide certification in accordance to section 64.605 of the relevant FCC rules regarding provision of Telecommunication Relay Service.

B. SPECIFIC REQUIREMENTS OF THE CENTER:

1. SERVICE

The contractor shall provide relay service for all Indiana exchanges 24 hours a day, 7 days a week, 52

weeks a year. The Center must allow callers to place calls through the Center from their primary location and from locations other than their primary location.

2. CENTER

The contractor shall establish at least one (1) Center which shall provide statewide service for all calls originating within the State of Indiana, including calls placed across a state line which, if the Center were not used, would be considered local calls. The contractor shall provide the service through a statewide 800 access method. The contractor is also to exemplify the difference between one 800 number for overall relay service compared to two 800 numbers, (i.e. one (1) 800 number for TT calls and one (1) 800 number for voice initiated calls).

The Center must also allow callers to utilize alternate billing arrangements, e.g. collect, third number, person to person, calling cards and credit cards as identified by the provider.

3. LOCATION

The contractor should include in its bid proposal establishment of the primary relay Center(s) in the State of Indiana. If the contractor prefers to provide an out-of-state Center and/or multiple locations of the Center, a second proposal must accompany the original proposal which provides an explanation of the preference.

4. EQUIPMENT

The contractor shall furnish all necessary TRS state of the art telecommunications equipment and software and technology. The transmission circuits shall meet or exceed FCC and IURC interexchange performance standards for circuit loss and noise. It is necessary for TRC telecommunications equipment to be capable of receiving and transmitting in both Baudot and ASCII codes. It is also required that relay systems be capable of automatically identifying incoming TT signals as either Baudot or ASCII.

The Center must include methods of accessing and being accessed by computers of up to and including 300 bps via ASYNC ASCII/BAUDOT Communications and up to 9600 bps if technically feasible. The Center must allow for switching and transmission of the call.

5. NETWORK ACCESS

The Center shall include the following basic services for local calls, intrastate toll calls and interstate toll calls originated in Indiana:

- a. Accept a call from a TT or computer equipped caller, place a call to a hearing and voice-capable individual and translate the electronic conversation to voice conversation and the voice conversation to electronic conversation in order to complete the communication link; and
- b. Accept a call from a hearing and voice-capable caller, place a call to a TT or computer equipped individual and translate the voice conversation to electronic conversation and electronic conversation to voice conversation in order to complete the communication link; and
- c. At the request of the TT equipped individual in either a. or b. above, allow voice to pass through the telecommunications system in one direction and translate only in the other direction (voice-carry-over and hearing-carry-over).

6. EMERGENCIES

Upon receiving an emergency call from a TT user, the contractor shall be prepared to handle the call expeditiously and effectively. The contractor shall implement standard procedures no less effective than those utilized by Indiana local exchange companies which shall be utilized in responding to emergency calls and identify such procedures in response to this RFP.

7. SERVICE RELIABILITY

The Center shall have a minimum of four (4) hours of auxiliary (reserve) power for continuation of the TRS operation in case of commercial power failure. The contractor shall adjust billing to InTRAC for out-of-service conditions totalling over four (4) hours in a 24-hour period, provided such out of service conditions are under the control of the contractor. The adjustment for the service outage shall be equivalent to an average of one (1) day's billing of the Center during the monthly billing period. The contractor shall make one (1) adjustment for each out-of-service condition during the monthly billing period. No more than one (1) out-of-service adjustment will be assessed within a 24-hour period.

C. COMMUNICATION ASSISTANTS ("CAs") STANDARDS

The contractor shall have or shall develop, at least forty-five (45) days prior to implementation of the Center, a manual of procedures and standards relating to Communication Assistants which reflects the preferences and needs of users of the service. It is anticipated that most of these procedures and standards will not significantly affect any contractor's cost of employing operators, as it is expected that any relay system provider would commonly develop such a manual as a matter of standard business practice.

1. CA QUALIFICATIONS

CAs must have a basic understanding of the status of the Deaf person's use of bicultural language and must be trained to be familiar with hearing and speech disability cultures, languages and etiquette to the extent that the level of performance is satisfactory to users.

CAs shall be required to pass a typing skills test of a minimum of forty-five (45) words per minute error free, with preferred typing skills of sixty (60) words per minute. CAs shall at all times meet or exceed the minimum standards as adopted by the FCC.

2. TRAINING

Each respondent shall demonstrate how ongoing CA training will be provided by including with its proposal an outline of a proposed CA training plan. The provisions for CA training shall include, but not be limited to American Sign Language ("ASL") "gloss" and grammar, deaf culture, needs of speech impaired users, and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling.

Appropriate portions of in-service training for CAs shall be provided by qualified individuals from the Deaf and speech impaired communities in the field of language interpreting, ASL and deaf culture and speech impairment. Alternatively, the contractor must demonstrate that such expertise exists on staff.

Respondents may include in the training plan options for providing ongoing CA training in the form of seminars, briefing sessions, etc., to inform and update operators on issues and topics pertinent to the Deaf and disabled communities, including state and national legislation and policy issues.

3. CA CONDUCT

The contractor shall have the specific responsibility to INTRAC for taking appropriate action to assure that CAs are subject to the same standards of conduct that operators are subject to under the Communications Act of 1934 and contractor shall assume all responsibility for failing to fulfill the obligations of common carriers.

4. CONSUMER USAGE

Unless instructed otherwise by the user, the CAs shall allow no less than ten (10) rings on calls placed to hearing/speech impaired parties and no less than six (6) rings on all other calls. After ten (10) rings, the CAs may notify the calling party of the number of rings and ask if he or she wishes to continue to attempt to place the call.

If requested by the user, the CAs shall make additional attempts on busy calls. CAs shall attempt to complete calls no less than three (3) times, consecutively, or as specified by FCC ruling, without delay when receiving busy signals if requested by the originating caller.

5. CENTER IDENTIFICATION

If so directed by the caller, CAs shall refrain from making an introductory announcement about the Center.

6. CA IDENTIFICATION

The method to be used in the Center is for the CAs to be identified by CA number or name. The contractor shall establish a method which will allow identification of the CAs in the event a complaint is filed or a user wants to commend the work of the CAs. Whenever a female relay user, for personal reasons and/or for medical matters, expresses a wish to have a female CA handle her call, the CA is to comply with the request, if such a CA is available. The same procedure will be used for a male relay user if such a request is made.

7. CONFIDENTIALITY

CAs are prohibited from disclosing the content of any relayed conversation regardless of content and from keeping records of the content of any conversation beyond the duration of a call. All calls shall be totally confidential, which means no written or electronic script shall be kept beyond the duration of the call. CAs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes. CAs must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers, fellow relay CAs or any information learned during the course of relaying calls, either during the period of employment as a CA or after termination of employment.

Proposals shall outline the policies the respondent will use to maintain confidentiality. Specific policies shall be developed in the start-up period after contract award. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Confidentiality Policy shall be provided free of charge to a user upon request.

8. CONVERSATION CONTENT

CAs are prohibited from intentionally altering a relayed conversation and must relay all conversation verbatim unless the relay user specifically requests summarization. CAs shall not counsel, advise or interject personal opinions or additional information into any communication being translated. CAs may not censor calls.

D. QUALITY OF SERVICE STANDARDS

The quality of service provided by the contractor shall conform to the standards listed below. The contractor shall meet or exceed the following standards immediately upon implementation of the Center.

1. BLOCKAGE

The network shall be designed to comply with P.01 blockage which is based on normal industry standards.

2. ANSWERING TIMES

After a call reaches the Center no less than eighty-five percent (85%) of all calls shall be answered within ten (10) seconds and no more than thirty (30) seconds shall elapse between receipt of dialing period and the dialing of the requested number during all times of the day.

3. TRANSMISSION

Transmission circuits for the Center must meet or exceed the generally accepted industry standards.

E. CALLS PROCESSED THROUGH THE CENTER

The following list describes the types of calls which shall be processed through the Center:

1. Calls originating and terminating within the State of Indiana (intrastate);
2. Calls originating within the State of Indiana and terminating at points outside the state (interstate);
3. Calls originating within the State of Indiana and terminating across a state line which, if the Center were not used, would be considered local calls.

F. CALLS NOT PROCESSED THROUGH THE CENTER

The following list describes the types of calls which shall not be processed through the Center, unless required by revisions beyond the FCC regulations of July 29, 1991.

1. Coin-sent paid calls where the CAs would be required to determine and handle the deposit of coins;
2. TT to TT;
3. Incoming prerecorded solicitation;
4. Directory Assistance (DA or TT DA). Such calls shall normally be referred to the appropriate directory assistance number, TT or otherwise;
5. Audiotext calls;
6. Calls involving recorded messages which may be difficult to relay due to the speed of transmission (e.g. 900 or 976 numbers). However, the CAs shall relay messages and leave messages for telephone answering devices at the request of the caller even if doing so requires a return call.

G. CHARGES AND RATES TO USERS; PREFERRED CARRIER USE REQUIRED

The contractor shall assure that the following practices and charges and rates shall apply to the TRS:

1. LOCAL CALLS

The contractor shall use the Local Exchange Company ("LEC") to transport calls. The calling or called party shall bear no surcharges for calls originating and terminating within the same toll-free local calling scope, including any authorized extended area service.

2. INTERSTATE AND INTRASTATE INTERLATA LONG DISTANCE CALLS

TRS providers who are also the customer's preferred carrier are to charge TRS users rates no greater than the rates paid for functionally equivalent voice communication services, including any optional expanded calling plans of the carrier for those users subscribing to such plans. The customer's carrier of choice ("preferred carrier") must be used on all toll calls.

3. OPERATOR ASSISTED

Operator-handled charges that would otherwise apply, such as collect, third number, person to person, calling card and credit card, shall not exceed the rates of the customer's carrier of choice.

4. INTRASTATE INTRALATA LONG DISTANCE CALLS

IntraLATA toll calls shall be completed by the calling party's LEC unless the calling party specifies to the CA that the call should be handled by another carrier of choice and provides a valid carrier identification code (CIC) for such carrier for the provision of IntraLATA toll service. If and when IntraLATA 1+ presubscription occurs in Indiana, the IntraLATA traffic shall be handled in a manner consistent with the customer's election of preferred carrier. In all events, TRS providers who are also the customer's preferred carrier are to charge TRS users rates no greater than the rates paid for functionally equivalent voice communication services, including any optional expanded calling plans of the carrier for those users subscribing to such plans.

5. CONTRACTOR-CARRIERS

All respondents who are either themselves toll carriers or affiliated interests (as that term is defined by IND. CODE § 8-1-2-49) of toll carriers shall certify and demonstrate in the bid proposal that, if selected as contractor, contractor shall:

- a. Take no action to divert any toll traffic from the customer's preferred carrier; and
- b. Impose no charge on any TRS user which would exceed the charge to that customer for a functionally equivalent voice communication service; and
- c. At all times faithfully and fully report to InTRAC all toll traffic which contractor and/or its toll affiliate originate, carry or terminate, in whole or in part, within the State of Indiana for purposes of compliance with Section 22 of the InTRAC Act.

H. PUBLICITY

The Contractor shall work with InTRAC and/or any appointed committee, firm or individual of InTRAC to assure that all publicity materials are effective and appropriate. No materials shall be released without the prior approval from InTRAC. Upon request by InTRAC, the contractor shall make sufficient efforts to assure that callers in all the service areas are aware of the TRC in compliance with FCC Rule 64.604(C)(2). The contractor shall not represent itself to be endorsed by InTRAC, or use InTRAC's name or authority, without prior written consent from InTRAC.

I. REPORTING REQUIREMENTS

1. RECORD MAINTENANCE

The contractor shall maintain its records of Center operations so as to permit review and determination of such operations to InTRAC and any entity it deems necessary. The contractor will allow any agent employed by or authorized by the InTRAC access to its place of business for the purposes of auditing any of the information required to be accumulated under this RFP or under any contract resulting herefrom.

2. TRAFFIC REPORTS

In addition to any other information that will be required to be reported to InTRAC, the contractor shall provide to InTRAC a summary of the following written reports during the first year of operation on a monthly basis and thereafter upon request by InTRAC. More frequent or more detailed reports shall also be made available upon request. The monthly reports shall summarize:

- a. Reported by NPA, total daily and monthly
 1. number of incoming calls
 2. number of outgoing calls (including busy, no answer, disconnected)
 3. number of completed calls
 4. number of abandoned calls.
- b. Average daily and monthly blockage rate.
- c. Average daily and monthly answer time; range of answer times for the month.
- d. Average daily and monthly number of calls in queue (caller is receiving a ringing, waiting to be answered by a CA); average length of time in queue.
- e. Total daily and monthly number of calls of the following lengths:
 1. 0 - 10 minutes
 2. 10+ - 20 minutes
 3. 20+ - 30 minutes
 4. 30+ - 40 minutes
 5. 40+ - 50 minutes
 6. 50+ - 60 minutes
 7. 60+ minutes
- f. Usage patterns (number of calls and length of calls) by hour of day and day of week.
- g. Number of CAs on duty by hour of day and day of week.

- h. Number of local, intraLATA toll, intrastate interLATA and interstate (if provided calls for the month).
- i. Number of calls originated by TT users, voice users and users who signify "s" (indicating that the caller is speech impaired) and average length of call for each type of call for the month.
- j. A listing of all calls for which InTRAC is being charged. This listing should include the following information for each call:
 - 1. time of day that the call was placed
 - 2. time of day that the call was completed
 - 3. identification of the CA handling the call

This listing of calls should reconcile to the total charges for which InTRAC is being billed.

All of the above shall be reported to InTRAC no later than twenty-one (21) calendar days after the close of each month.

For the purposes of improving the productivity of the relay service, automatic electronic production of the above information is required. All respondents should submit the reporting format that will be used to provide all of the above information.

The respondent must include information on its capability to provide ad hoc reports, including new information in the respondent's system's database or new formats for existing information.

On an annual basis, the contractor must provide forecasted usage data and costs to InTRAC for the upcoming year for use in the annual program budget.

3. OTHER REPORTING REQUIREMENTS

- a. The contractor shall provide monthly summary reports to the InTRAC regarding numbers of complaints received and topic areas of the complaints.

- b. The contractor shall provide to InTRAC, before April 1, of each year an annual description of activities; a description and evaluation of the Center; and volume of services.

4. BILLING ARRANGEMENTS

The Center shall create for each relay-assisted call an Extended Message Record (EMR) as described in Bellcore Practice BR 010-200-010, CRIS Exchange Message Record or an Extended Message Interface (EMI) record as described in Bellcore Publication SRISD 000320. The record shall contain, at a minimum, the following information.

- a. Telephone number or credit card number to be billed - NPA-Prefix-Line Number
- b. Terminating Telephone Number - NPA-Prefix-Line Number
- c. Originating Telephone Number - NPA-Prefix-Line Number (A)
- d. Date
- e. Start Time
- f. End Time
- g. Call Type
- h. Primary Interexchange Carrier (PIC) for interLATA calls.

The contractor shall provide to InTRAC the EMR/EMI for each call.

J. COMPLAINT PROCEDURES

Contractor shall establish procedures regarding complaints, inquiries and comments regarding TRC services and personnel. An "ombudsman" function should be included, as well as provisions for final appeal to InTRAC. The procedures shall be described in appropriate printed outreach material. The respondent shall provide an outline of the major points to be included in the complaint, comment and inquiry procedures.

The contractor shall insure that any caller to the relay Center having a complaint will be able to reach a supervisor or administrator while still on line during a relay call.

All complaints received by supervisors or in writing shall be documented, including their resolution, and kept on file and available to InTRAC upon request.

K. INVOICING AND PAYMENT REQUIREMENTS

1. The contractor shall agree and understand that in no event shall reimbursement to the contractor for establishment of the Center, including publicity, exceed the amount specified in the contract between the contractor and InTRAC regardless of expenses actually incurred by the contractor.
2. Each respondent shall specifically identify in its bid proposal its requested terms for invoicing and payments by InTRAC.
3. The contractor shall submit monthly invoices including any reasonable level of detail requested by InTRAC to:

InTRAC
54 Monument Circle, Suite 200
Indianapolis, Indiana 46204
Attn: Treasurer

L. CONFLICT OF INTEREST

To avoid the appearance of a conflict of interest, respondents should demonstrate in their bid proposals that they will operate this service as an independent relay service. Contractors shall not use any information obtained from relay calls for any other services they may provide to users of the relay system and shall not make any such information available for sale.

M. COMMUNITY OUTREACH

The TRC contractor should implement a community and business outreach program to educate all people about the relay service. Each bid proposal should demonstrate how the respondent proposes to maintain a continuing outreach program and should include an outline of the major points to be included in the outreach program. Outreach programs may include, but not be limited to, media advertisements, meetings with user organizations, distribution of informational pamphlets describing how to use the relay service, telephone bill stuffers, wallet cards, etc. Written material should be in language understandable by a majority of the Deaf community. Contractor shall work with the local exchange companies to see that all telephone directories carry appropriate information about TRC. The contractor shall also work with InTRAC in the development of all outreach material to ensure that it is consistent with InTRAC policies.

A respondent may propose to provide television material in the outreach program. Television material must be open captioned. Television material could include segments broadcast on weekly news magazines or other news programs, feature stories, and specially produced public service announcements or educational announcements.

N. CONSUMER INPUT

TRS users shall have input on the quality of the delivery of service. Respondent shall develop a plan to include users of the system. An outline of this plan shall be included with the bidder's proposal. The plan should explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the Center. The evaluations shall not come from those directly or indirectly involved in operating the relay center or its corporate affiliates. This does not preclude the contractor from conducting additional internal evaluations which use relay staff. The results of this evaluation shall be reported to InTRAC quarterly.

A respondent may propose to include in the consumer input plan methods for working with organizations serving Deaf individuals and organizations serving speech impaired individuals statewide to conduct periodic community forums. The community forums shall be for the purpose of gaining user input on the quality of the relay service and for responding to user questions and problems on use of the relay service. The community forums shall be planned and conducted in conjunction with organizations serving Deaf individuals and organizations serving people with speech impairments.

O. USER ASSISTANCE

The respondent shall propose to provide a separate toll-free number that users may access to receive information on how to place a relay call, tips for improving the efficiency of relay calls, information on new relay service functions or changes in the service, etc. The number (or numbers) shall be accessible to TT users and non-TT users.

P. SERVICE EXPANSION

Respondents must show the capability of expanding services in response to increasing demand up to and beyond the maximum call levels identified on the Price Quotation contained in this RFP. Bidder shall develop and illustrate

in its proposal a detailed plan of how this expansion can be accomplished. The plan shall include, but not be limited to, trunking capacity, operator work stations, personnel staffing and equipment capacity. The plan shall also indicate the time lag required to meet any increased call volume. The above plan shall be able to maintain all standards listed in the RFP. Furthermore, the service delivery procedures shall permit the most cost-effective use of available resources.

Q. NEW TECHNOLOGY

The user communities and telephone subscribers should be allowed to benefit from advancing technology. All respondents will describe the methodology and process it will use to keep abreast of technological changes in the provision of relay service, to inform InTRAC that new enhancements are available and at what price, and to provide InTRAC the opportunity to purchase such enhancements or upgrades to the service.

R. PROVIDING QUALIFIED STAFF

Each bid proposal may include a plan to promote the active recruitment and hiring of people with disabilities including individuals who are Deaf, hard of hearing, speech impaired and Deaf-blind. Emphasis may also be given to recruiting and hiring individuals with American Sign Language (ASL) and relay service experience and with experience working within the deaf and/or speech impaired community. Each proposal should include:

- a. an organization chart depicting levels and numbers of relay service personnel; and
- b. a hiring practices plan documenting outreach to the Deaf and disabled community and copies of job descriptions for each planned position.
The relay center shall not utilize volunteer CAs. A respondent may commit to hiring disabled individuals in management positions.

S. DISABILITY AWARENESS

All Center staff, including management, shall receive training in ASL, deaf culture, speech impairment, and ethics and confidentiality. Each bid proposal must include an outline of a staff training plan indicating training topics and time frames as well as individuals or organizations representing the deaf community used to assist with the training.

PART THREE

BASIC CONTRACTUAL REQUIREMENTS

A. CONTRACT REQUIRED - CONTRACT CHANGES

A contract between InTRAC and the contractor shall be required and shall include (1) the terms and conditions of this RFP and any amendments thereto and (2) any proposals submitted by the contractor in response to this RFP. In the event of a conflict in language between this RFP and the contractor response, the provisions and requirements set forth and/or referenced in this RFP shall govern. However, InTRAC reserves the right to clarify any term, condition or contractual relationship in the contract, and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the contractor's proposal. In all other matters not affected by the written contract, if any, this RFP shall govern. The contractor is cautioned that his/her proposed contract shall be subject to acceptance by InTRAC without further clarification, and that any and all proposals are subject to rejection by InTRAC in its sole discretion.

Any change in the contract, including but not limited to the Scope of Work described herein, whether by modification and or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and InTRAC. Any amendment to the contract shall (1) specify an effective date, (2) specify any increases or decreases in the amount of the contractor's compensation, if applicable, (3) describe changes, if any, to the provisions of the contract, (4) be entitled as an "Amendment", and (5) be signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts and oral communications by or from any person, shall be used or construed as an amendment to the contract.

B. CHOICE OF LAW

The contract shall be construed according to the laws of the State of Indiana. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

C. INDEPENDENT CONTRACTOR

The contractor will represent itself to be an independent contractor. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees, to the full extent permitted by law, to indemnify, save, and hold InTRAC, its directors, officers, agents, and employees, harmless from and against, any and all loss, costs (including attorney fees) and damage of any kind related to its performance under this RFP. In connection with the furnishing of supplies or performance of work under the contract, the contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

D. BANKRUPTCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify InTRAC immediately. Upon learning of the actions herein identified, InTRAC reserves the right at its sole discretion to either cancel the contract or reaffirm the contract.

E. BREACH RIGHTS NOT AFFECTED BY RFP

No provision in this RFP or in the contractor's proposal shall be construed, expressly or impliedly, as a waiver by InTRAC of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.

F. CONTRACT TERM AND CANCELLATION

InTRAC may cancel the contract at any time without penalty or further obligation for a material breach of any contractual obligation by providing the contractor with a written notice of such cancellation. Should InTRAC exercise its right to cancel the contract for such a reason, the cancellation shall become effective on such future date as specified in the notice of cancellation sent to the contractor. InTRAC may also cancel the contract at its sole discretion and for any reason upon terms and conditions to be determined in the contract. **Each bid proposal in response to this RFP must include the service providers proposed terms for InTRAC cancellation of the contract without cause.** Unless InTRAC has already exercised its rights to terminate the contract, the contract will continue in effect and remain binding on the parties until three (3) years from its original effective date, and may be extended by exercise of options for up to two (2) years by the exercise of one (1) or more one (1) year contract extension options at InTRAC's sole election.

G. INDEMNITY

The contractor assumes the obligation to save InTRAC, including its employees, directors, officers and assigns, harmless and to indemnify InTRAC, including its employees, directors, officers and assigns, from every expense, liability or payment arising out of a negligent act. The contractor also agrees to hold InTRAC, including its employees, directors, officers and assigns, harmless for any negligent act or omission committed by any subcontractor or another person employed by or under the supervision of the contractor under the terms of the contract. In the event that the contractor is benefitted by an applicable tariff, this agreement shall not be construed so as to give the contractor the benefit of any such tariff against InTRAC.

H. INSURANCE

The contractor shall maintain adequate liability insurance to protect InTRAC against any loss, damage and/or expense related to the contractor's performance under the contract, and shall provide proof of same upon submission of any proposal in response to this RFP. Any selected contractor shall thereafter provide annually to InTRAC such proof of insurance. The insurance coverage shall include, but shall not necessarily be limited to, general liability, errors and omissions, professional liability, etc. The evidence of insurance shall include, but shall not necessarily be

limited to: effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. In the event the insurance coverage is canceled, InTRAC must be notified immediately.

I. CHANGE IN SCOPE OF WORK

InTRAC may request, at its sole discretion and by written notice, that certain changes be made to the general scope of work without invalidating this RFP or the contract. No changes in the scope of work shall be made by the contractor without the prior written approval of InTRAC. Upon receipt of any such written request from InTRAC for a change in the general scope of work, the contractor at contractor's expense, shall within a reasonable time thereafter, submit to InTRAC a detailed written estimate of the required price and schedule adjustment to this Agreement. InTRAC will approve the modification and the costs associated with such work prior to the time the contractor begins such work.

J. COMPLIANCE WITH ALL LAW

The contract and all obligations hereunder will be subject to all applicable laws, rules, obligations and orders or ruling of any authorized court, agency or commission of federal or Indiana government. The contract will be subject to changes or modifications that may from time to time be directed by the Federal Communications Commission or the State of Indiana. Any such changes or modifications shall be subject to the procedure set forth in the contract.

K. TERMINATION/EXTENSION RIGHTS OF InTRAC

The contract shall not bind, nor purport to bind, InTRAC for any contractual commitment in excess of the original contract period plus any exercised options. InTRAC shall have the right to extend the contract for an additional period either at the end of the original three (3) year term or at the expiration of any option period if deemed necessary by InTRAC. In the event InTRAC exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period. Any bid which varies from this term shall advise InTRAC in a conspicuous manner in the bid proposal itself and such variance may subject same to rejection by InTRAC. If InTRAC unilaterally extends the contract, such an extension shall not exceed six (6) months.

PART FOUR

**ADDITIONAL REQUIRED CONTRACTOR INFORMATION AND BID
RESPONSE REQUIREMENTS**

In addition to submission of all information necessary to demonstrate the respondent's ability to comply with all requirements set forth by this RFP, and specifically to provide all information required throughout this RFP, all respondents shall submit:

- A. **A RECOMMENDED FORM OF CONTRACT** in conformity with this RFP for execution by and between contractor and InTRAC; and
- B. **A FINANCIAL HISTORY** of respondent to allow InTRAC to evaluate the financial responsibility of the respondent. The following items shall be submitted with the proposal for the respondent and, if applicable, its parent company:
 - 1. Audited Financial Statement or 10K Report for the most recent two (2) years, including at a minimum (with the right to request additional information at a later date):
 - a. statement of income and related earnings,
 - b. cash flow statement;
 - c. balance sheet, and notes related to financial statements; and
 - d. opinion concerning financial statements from a Certified Public Accountant ("CPA").
 - 2. Primary banking source letter of reference.
- C. **PRIOR SERVICES DISCLOSURE**

The bid proposals shall disclose the names of all customers, including a specific contact name and phone number, to whom the respondent has provided the bid service or a similar service. If no customer references are available, please explain and provide comparable alternate references.

D. BID BOND/SECURITY/PERFORMANCE GUARANTEE

Proposals, documents and/or bonds sufficient to provide InTRAC assurance of respondent's ability to perform, and failing performance to compensate InTRAC for all losses occasioned thereby are required with each bid proposal.

E. PROPOSED METHOD OF PERFORMANCE BY RESPONDENT SHALL BE DESCRIBED

Each respondent shall submit a plan for performing the requirements of this RFP and should present a written narrative which demonstrates the method or manner in which the respondent proposes to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solution to problems and plans of proposed action.

The respondent should also provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.

F. ADDITIONAL INFORMATION AND COMMENTS ARE ENCOURAGED

Proposals should include any other information that a respondent believes to be pertinent but that is not specifically requested elsewhere.

PART FIVE

PRICE PROPOSAL REQUIREMENTS FOR ALL BIDDERS

A. START-UP EXPENSES

InTRAC will not pay any lump sum for the Center start-up expenses or expenses incurred in the preparation of the bid proposal.

B. PRICING AND REIMBURSEMENT BASIS

Respondent must submit prices under at least two (2) different options. The options are listed below. It is a requirement that prices be submitted under both Option A and under Option B.

The intended length of contract is three (3) years, with two (2) one (1) year renewal options.

o Option A

Prices to be quoted and ultimate reimbursement to the contractor will be based solely on a price per call minute. A call minute shall begin when the CA answers the call to the center, and shall include the time the calling party is connected to the called party, or to an answering machine at the called party's number, or to a recorded message or intercept for the called number. It shall also include the

time the call is ringing or waiting for an answer, call set-up, call wrap-up and time for calls that have reached numbers that are busy or do not answer.

Respondents must complete one of the attached Option A Price Quotation sheets for each year of the five possible contract years. Each sheet will list a price per call minute for calls falling within the twenty-eight (28) different scenarios represented on the sheet. Each month, the average call length (based on the exact call length for each call to the full second) and the total number of calls will be calculated to determine the per call minute price at which the contractor will be reimbursed for that month. The actual total call minutes for the month will be multiplied by the appropriate price per call minute to determine the total amount to be reimbursed to the contractor for that month.

o Option B

Prices to be quoted and ultimate reimbursement to the contractor will be based on a combination of a fixed price and related price per call minute. Respondents will quote a fixed price for each year (which may be paid by INTRAC either annually or by twelve (12) equal month installments) of the five possible contract years, plus a price per call minute as defined in Option A.

Vendors should submit price quotes under Option B by completing one of the attached Option B Price Quotation sheets for each year of the five (5) possible contract years. Each sheet will list a fixed price for that year, and a price per call minute for calls falling within the twenty-eight (28) different scenarios represented on the sheet. Regarding reimbursement to the contractor, the method for determining the price per call minute will be the same as in Option A.

Respondents are encouraged to submit as many combinations of Option B as they wish. This includes the option of submitting a completely fixed price for each or all years, or multiple, relative levels of fixed and usage based pricing.

o Desirable Functions

Prices for desirable functions not required by this RFP shall be listed as a total for a three (3) year contract with two (2) one (1) year renewal options on the last page of the Price Quotation.

Price Quotation

All prices contained in the sheets shall be binding on the respondents if accepted by InTRAC. Any pricing proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected. InTRAC reserves the right to reject all bids.